



Construction Subcontractor Contract

between

Soli Infratechnik GmbH, Kollberg 1, 30916 Isernhagen, Germany
Managing Director: Olivier Laarhuis

- below: **Client** -

and

EMCOM E&E SRL, Raionul Ialoveni, MD6811 Bardar, Moldova
Managing Director: Emil Oprea

- below: **Contractor** -

SOLI Infratechnik GmbH – Managing Director: Olivier Laarhuis –
Amtsgericht Hannover, HRB 212134 – VAT ID no.: DE296001849, Tax no.: 25/210/02709 –
Bank details: Commerzbank, IBAN DE37 2504 0066 0334 5055 00, BIC COBADEFFXXX

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line.

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The following contract is concluded:

§ 1 Subject of the contract

This contract regulates the basis for collaboration between the contractual parties. The rights and obligations of the contractual parties on the basis of this contract shall be defined hereafter by means of contracts to be concluded for individual construction projects (so-called "individual contracts, call-ups").

§ 2 Performance specification, obligations

As a subcontractor, the Contractor is commissioned with so-called "call-ups" on the basis of this framework contract and in accordance with individual contracts to be concluded. The Contractor is obliged to provide their services as defined in the performance specification of the main contract (between the Client of the Client and the Client), which is an inherent part of the individual contract; otherwise, in accordance with the instructions issued by the Client. Deviations from this standard are only permissible if they are reported in writing in due time, and the Client declares their approval in writing prior to implementation.

The Contractor is obliged to observe the statutory regulations regarding occupational safety and accident prevention. In particular, the Contractor is obliged to implement safety and health protection measures.

The Contractor is obliged to only use material for their work that is in perfect condition, and to arrange for the work to be conducted by trained qualified staff in accordance with the recognised engineering practice. It must be ensured that only suitable tools and only calibrated measuring and testing equipment are used. The Contractor is responsible for the provision of machines/equipment/construction site facilities; otherwise, an exception must be agreed separately and in writing.

The Contractor is responsible for organising accommodation, storage and break rooms, washing and toilet facilities, and if necessary, transport of workers and materials.

A German language-speaking representative of the Contractor (construction manager) furnished with the necessary authorisations and specialist knowledge must be present on the construction site at the necessary times.

The following information must be included in the bill of quantities:

- Number of personnel present, with definition of activities
- Work conducted with location information (construction stage, item)
- Particular occurrences

The Contractor may, with the approval of the Client, and if it can be reasonably expected, provide further performances for the construction project. The remuneration for additional performances shall be agreed in a supplementary agreement.

The Contractor may only conduct modified or additional performances (subsequent performances) if they receive a written order to do so from the Client prior to the start of work.

The Contractor is obliged, already before the start of construction, to provide evidence at their own cost of the conclusion or existence of an adequate contractor's all risk insurance or professional liability insurance. Evidence of maintenance of these insurance policies until completion of the construction project must be provided to the Client on request.

The Contractor is obliged to observe the statutory regulations regarding data protection in accordance with the German Federal Data Protection Act.

For projects with Deutsche Telekom as the Client (or associated companies), the Contractor must fulfil the work transferred to them as defined in this contract in person. The transfer of work as defined in this contract to a third party is not permitted, unless a separate agreement is reached.

§ 3 Contractual bases

The following legal and technical contractual components are of decisive importance for the nature and scope of the performances and deliveries to be conducted and for completion, in the order stated below:

Legal components:

- Clauses of this contract
- Clauses of the contract (main contract) concluded by the Client with the main Client and all valid contractual documents of the main Client (see annexes)
- General contractual conditions for the implementation of the construction performances (VOB/B German Construction Tendering and Contract Regulations) in the version valid at the time of conclusion of the contract
- General business and supply conditions of the Contractor are not a component of the contract
- Confirmation of payment of the statutory minimum wage

Technical components:

- Performance directory, performance specification, construction plans
- General technical specifications for construction services (VOB/C) in the version valid at the time of conclusion of the contract
- Specifications of the professional associations and authorities responsible
- The relevant latest – also recommended – DIN specifications, VDE and VDI guidelines and ISO standards

In addition, the following annexes are an inherent component of this contract:

- A) Annex A - price agreement
- B) Annex B - Minimum wage
- C) Annex C - Confidentiality agreement

*additional annexes shall follow separately, where relevant

The Contractor confirms that they have received all contractual and tender documents, in particular the performance directory and the performance specification. The plans shall be submitted for each specific project. All clauses and conditions defined in the main contract apply in exactly the same manner between the Parties.

The Client is obliged to provide all documents required to complete the agreed performances. The Client assumes general supervision over the implementation of the contract.

The Contractor is obliged not to attract staff away from Soli Infratechnik GmbH, either directly or indirectly. The Contractor is further obliged not to enter into competition with Soli Infratechnik GmbH for the duration of the subcontractor contract, and not to attract customers away from Soli Infratechnik GmbH.

§ 4 Time schedule

The work must be conducted and completed in agreement with the Client. The Contractor is obliged to immediately report in writing all hindrances that call the implementation of their work in good time into doubt.

The start and end date, and other deadlines for the work named in § 1, must be agreed with Soli Infratechnik GmbH.

The Client reserves the right to make changes to the time schedule within the scope of the overall time schedule. On receipt of notification of a change in schedule in due time from the Client, the Contractor may not exceed the number of working days agreed for the implementation of the work, unless this cannot be reasonably expected from the Contractor.

In the case of failure to abide by the contractual deadlines, the Contractor is liable for all damage and disadvantages arising to the Client.

§ 5 Responsibilities

The contact person at Soli Infratechnik GmbH is Olivier Laarhuis. The contact person at EMCOM E&E SRL is Emil Oprea.

§ 6 Prices, invoicing, conditions of payment

The prices are recorded separately in the call-off order and for each individual project. All prices are net, plus the respective valid VAT (currently 19%). With so-called construction performances, the performances are settled at net price, with reverse charging of tax to the recipient of the services. In these cases, a so-called "USt 1 TG" VAT certificate and a release certificate in accordance with § 48b of the Income Tax Act (EStG) must be submitted by the Contractor.

The Contractor is aware that in cases of provision of construction performances and simultaneous non-submission of a release certificate in accordance with § 48b of the Income Tax Act (EStG), the Client is obliged to retain 15 percent of the contractual or invoice sum (gross) in the form of a "construction withholding tax" and to transfer this amount to the tax office responsible for the Contractor up to the tenth day following expiry of the month of the counterperformance.

The contractual prices are fixed prices. Material price increases occurring at a later stage or other cost increases do not lead to a change in the agreed remuneration. Work paid on an hourly basis shall only be remunerated when it has been agreed in advance with the Client. In such cases, corresponding evidence (time sheets) must be presented.

Downpayment invoices may only be presented after the bill of quantities has been approved by the customer. Invoices must list all performances on a per-item basis provided until the cutoff date (precise listing of performances in accordance with the performance directory). The VAT must be listed separately, should it be necessary to show it. The downpayment invoices must be furnished with auditable evidence (measurements and time sheets) as a single copy. The Contractor must list the performances provided in the bill of quantities in a verifiable manner. The bill of quantities shall be inspected by the Client and by the customer of the Client within 14 days, and the Contractor shall present an invoice. The downpayment invoices and final invoice must be addressed to Soli Infratechnik GmbH.

The downpayment invoices and the final invoice must contain the following information and annexes:

- Full name and address of the company providing the performance and the recipient of the performance
- Invoice number
- Tax number or VAT tax identification number

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- Cost centre and name of project/construction project
- Presentation date of the invoice
- Quantity and designation, and nature and scope of the performance and delivery, with time of performance
- Construction log and bill of quantities as a single copy
- Final amount and any tax due on this amount (does not apply to construction performances as per § 13b of the VAT Act) and if appropriate, reference to release from tax payment
- If necessary, evidence must be attached (e.g. compaction tests and photographs)

The final invoice may only be presented following completion of the construction project and approval and rectification of all faults determined during the approval inspection that are of a fundamental nature or that impair usage.

The payment deadline for downpayment and final invoices is 30 days net.

§ 7 Documentary evidence, Law on Posting of Workers (AEntG), Soka-Bau, minimum wage, clearance certificate

The Contractor shall transfer the following to the Client at the latest two weeks following contract conclusion:

- Evidence regarding entry into the Register of Craftsmen or a comparable institution within the European Union
- Commercial register excerpt or excerpt of the register of a state within the European Union
- A copy of the central commercial register (not older than four weeks)/business registration or comparable evidence from an institution of the European Union
- Release certificate for tax deduction for construction services as per § 48 b, para. 1, sentence 1 of the Income Tax Act (EStG)
- USt 1 TG – VAT certificate as VAT evidence that the Contractor is providing construction services
- Confirmation of payment of the minimum wage
- Evidence of professional liability insurance
- Clearance certificate from the tax office responsible, the professional association, health insurance company, Soka-Bau

At the request of the Client, the Contractor shall also provide the following:

- Copy of the social insurance certificates and if appropriate, of the work permit

The Contractor confirms that they as a construction company participate in the social security procedures provided for the construction industry, and that they have reported and/or registered themselves with SOKA-Bau in Wiesbaden, and that they also report and pay contributions in an orderly manner. The Contractor has the necessary knowledge required in order to ensure a monthly, orderly invoicing and reporting procedure vis-à-vis SOKA-Bau.

The Contractor is obliged to observe the minimum wage requirements and regulations regarding minimum conditions at the workplace (AentG, MiLoG), and shall provide written confirmation of this to the Client on request. The same applies to any obligations vis-à-vis holiday and social security funds (submissions to Soka-Bau).

The payment of the minimum wage must be confirmed in writing by the Contractor.

The Contractor provides assurance that they only employ workers on construction sites who are exclusively citizens of a country within the European Union, and that they therefore do not require a work permit or, if the employees come from third countries outside the European Union, that they have a correct, valid work permit.

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The Contractor also provides assurance that all employees used are covered by social insurance schemes in the correct manner, and that they observe the statutory regulations applicable in Germany, in particular the law on combating illegal employment, the Temporary Employment Act (AÜG) and the Posted Workers Directive, as well as the law on facilitating the combating of illegal employment. They are further obliged to pay in full and in due time the income tax amounts, church tax (if appropriate), solidarity surcharge and other statutory payments such as social insurance contributions, and to submit the necessary declarations.

The Contractor must ensure that all employees used by them on the construction sites that are the subject of the contract carry a social security or social security substitution certificate and their personal ID card or corresponding document, with photograph, with them at all times.

The Contractor is obliged to present contribution and clearance certificates from the tax office, the district authority, the professional association and the health insurance company before the start of work. Further, the Contractor confirms with their signature that they are not running a bogus company.

§ 8 Approval

The performances of the Contractor shall be formally approved following full completion. Partial approvals are also conducted on a formal basis. Fictitious approvals are not permitted.

The faults determined during the approval inspection must be rectified by the Contractor immediately and within a reasonable period of time. The Client may also request that the Contractor rectify faults prior to the approval inspection, at the cost of the Contractor, when the Contractor fails to rectify faults reported by the Client, despite the setting of a reasonable subsequent deadline.

§ 9 Termination

This contract may be terminated in accordance with the regulations stipulated in §§ 8,9 VOB/B.

The right of the Parties to extraordinary termination of the contract for good reason remains unaffected. In particular, each Party may terminate the contract when the implementation of the contract or the contractual purpose is placed at such risk through culpable behaviour on the part of the other Party that the terminating Party can no longer be reasonably expected to uphold the contractual relationship. The Contractor then only has claim to the payment of work that has already been conducted. However, they are obliged to assert these claims vis-à-vis the building owner.

§ 10 Security deposit

The Contractor may pay to the Client a security deposit at a reasonable amount for the fulfilment of their contractual obligations. Insofar as the deposit is paid in the form of a guarantee, an unlimited, directly enforceable guarantee must be presented.

When the final payment is made, an amount of 5% of the contractual sum is retained as security as a guarantee for the determined final payment amount (if appropriate, including VAT). The retention of the guarantee may be replaced by an unlimited, directly enforceable guarantee at the same amount.

§ 11 Guarantee and warranty

The scope of the guarantee is oriented to the regulations stipulated in the VOB/B. In particular, the Contractor guarantees that their performance is of the contractually agreed quality, and if no quality has been agreed, that their performance is suitable for the required use according to the contract, otherwise, for standard use, and that it is of a standard quality for performances of the same type, and which the Client can expect to receive in accordance with the type of performance.

The Contractor is obliged to rectify at their own cost all faults occurring during the guarantee period that originate from performance by them that does not comply with the contract, if the Client requests this in writing prior to expiry of the guarantee period.

The guarantee period begins with the approval inspection by the Contractor and lasts for 5 years. If during the course of the contractual period, complaints are made by the Client due to faults, from the point in time of the written complaint regarding the fault, a new guarantee period runs for the performances that are the subject of the complaint, for the above duration.

§ 12 Liability of the contractual parties

Should the Client be subject to claims by third parties due to damage that lies within the field of responsibility of the Contractor, the Contractor is obliged to immediately release the Client from the claims for which the Contractor is verifiably culpable.

§ 13 Miscellaneous

Changes and supplements, as well as ancillary agreements, must be made in writing. No verbal ancillary agreements in addition to this contract have been reached.

§ 14 Place of jurisdiction

Hanover is agreed as the place of jurisdiction.

§ 15 Severability clause

Should individual clauses of this contract be ineffective or impracticable, or become ineffective or impracticable following conclusion of contract, the effectiveness of the remainder of the contract remains unaffected.

Place, date



Signature Contractor

Place, date



Signature Client

INVOICE / FACTURA E&E EX No./ Nr. 01
Date/ Data: 22 / 06 / 2021

Ref. EM/MT

Purchase order/ Comanda: by e-mail: emcomeu@gmail.com

Supplier no./ Nr. furnizor:

Consigner/ Vanzator: EMCOM E&E SRL Address/ Adresa: BARDAR, IALOVENI, MD-6811 Republic of Moldova VAT Code/ CUI nr.: 10011600027451 IBAN :MD56PR002224077016001978eur SWIFT : PRCBMD22	Consignee/ Cumparator: Soli Infratechnik Gmbh Address/ Adresa: Kollberg 1, 30916 Isernhagen, Germany VAT Code/ CUI nr.: DE296001849 IBAN : DE37250400660334505500 SWIFT Code: COBADEFFXXX
Country of origin/ Tara de origine : Republic of Moldova	Country of origin/ Tara de origine : Germany

Note/ Nota:

TRANSFER OF PROPERTY RIGHT to EMCOM E&E SRL operates at the integral payment by Soli Infratechnik Gmbh. of 100% of the amount, which is to be paid
Transferul dreptului de proprietate ii revine EMCOM E&E SRL
in momentul efectuarii platii integrale 100% de catre Soli Infratechnik Gmbh.catre EMCOM E&E SRL

Delivery terms/ Conditie de livrare:

Payment in/ termen de plata : days/ zile

The amount shall be paid by Telegraphic Transfer (SWIFT) in our bank account opened at/

Suma in euro se va plati prin transfer telegrafic (SWIFT) in contul nostru deschis la banca:

BANCA : PROCREDITBANK SA

IBAN : MD56PR002224077016001978eur

SWIFT Code: PRCBMD22

VAT Code: 10011600027451

Custom code/ Cod Vamal	Description of items/ Descrierea produselor in word / denumire - code number/ nr. cod	Unit/ UM	Qty./ Cant.	Unit price/ Pret unitar EUR	TOTAL Value / Valoare EUR
1	Graben - Grun	m	9010	12,50	112625,00
2	Graben - Asphalt	m	2941	29,00	85289,00
3	Extra Beton unter Asphalt	m	2000	5,00	10000,00
4	Graben - Pflasterstein	m	2210	25,00	55250,00
	Total (EUR)				263164,00

Director
Emil Oprea



AUFMASS



NACHUNTERNEHMER: EMCOM

Projekt: **Langenpreising - 15001**

Ausführungszeit:

Bauleiter: Ion Radu

Projektleiter:

Vasile Pasca

Datum 22 Juni 2021

Zeile	Pos.-Nr.	Pos.-Text	Einheit	Stück	Bemerkungen Genaue Ortsangabe mit Hausnummer
1		Graben grün	9010	m	Kapellenweg
2		Graben Asphalt	2941	m	Thennerstr, Linnerweg
3		Extra Beton unter Asphalt	2000	m	Thennerstr, Linnerweg
4		Graben Pflaster	2210	m	Linnerwegstr
5					
6					

Bauleitung

Projektleitung

22.06.2021, Langenpreising

INVOICE / FACTURA E&E EX No./ Nr. 02
Date/ Data: 06 / 10 / 2021

Ref. EM/MT

Purchase order/ Comanda: by e-mail: emcomeu@gmail.com

Supplier no./ Nr. furnizor:

Consigner/ Vanzator: EMCOM E&E SRL Address/ Adresa: BARDAR, IALOVENI, MD-6811 Republic of Moldova VAT Code/ CUI nr.: 10011600027451 IBAN :MD56PR002224077016001978eur SWIFT : PRCBMD22	Consignee/ Cumparator: Soli Infratechnik Gmbh Address/ Adresa: Kollberg 1, 30916 Isernhagen, Germany VAT Code/ CUI nr.: DE296001849 IBAN : DE37250400660334505500 SWIFT Code: COBADEFFXXX
Country of origin/ Tara de origine : Republic of Moldova	Country of origin/ Tara de origine : Germany

Note/ Nota:

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Transferul dreptului de proprietate ii revine EMCOM E&E SRL

in momentul efectuarii platii integrale 100% de catre Soli Infratechnik Gmbh.catre EMCOM E&E SRL

Delivery terms/ Conditie de livrare:

Payment in/ termen de plata : days/ zile

The amount shall be paid by Telegraphic Transfer (SWIFT) in our bank account opened at/ Suma in euro se va plati prin transfer telegrafic (SWIFT) in contul nostru deschis la banca:

BANCA : PROCREDITBANK SA

IBAN : MD56PR002224077016001978eur

SWIFT Code: PRCBMD22



VAT Code: 10011600027451

Nr	Code number/ nr. cod	Description of items/ Descrierea produselor	Unit/ UM	Qty./ Cant.	Unit price/ Pret unitar EUR	TOTAL Value/ Valoare EUR
Projekt: Langenpreising - 15001						
1	NU01	Graben in ungebundenen Boden (Gras)	m	7250	12,50	90625,00
2	NU03	Graben in Asphalt	m	220	29,00	6380,00
3	NU05	Strabequerrung,Pressung mit Bodenrakete	m	1651	29,00	47879,00
4	NU02	Graben im gebundenen Boden	m	1850	27,50	50875,00
5	NU31	Asphalteinbau- Tragschicht inkl. Material, Rückschnitt und Vorbereitung	m	760	17,00	12920,00
	Total (EUR)					208679,00

Director
Emil Oprea



AUFMASS

			NACHUNTERNEHMER:		EMCOM						
			Projekt: Langenpreising - 15001		Ausführungszeit:						
			Bauleiter: Ion Radu/Vlad Gumanuic		Projektleiter:		Vasile Pasca				
					Datum		06.10.2021				
Zeile	Pos.-Nr.	Pos.-Text	Einheit	Stück	Bemerkungen Genauere Ortsangabe mit Hausnummer						
1	NU01	Graben in ungebundenen Boden (Gras)	7250	m	Preysingstr. 29A - 24						
2	NU03	Graben in Asphalt	220	m	Kreuzstr, Frauenstr. 24-30						
3	NU05	Straßequerrung, Pressung mit Bodenrakete	1651	m	Anton Fackler Ring, Preysingstr. 29A						
4	NU02	Graben im gebundenen Boden	1850	m	Anton Fackler Ring, Brawaweg, Preysingstr. 29A - 24						
5	NU17	Mehrtiefe - pro 10 cm (80 cm)	0	m							
6	NU31	Asphalteinbau- Tragschicht inkl. Material, Rückschnitt und Vorbereitung	760	m	Prisostr. 1, Preysingstr. 1, Am Strogenkanal, Moosburger str., Brawaweg, Frauenstr. 24						
			Bauleitung		Projektleitung		 06.10.2021 Langenpreising				

INVOICE / FACTURA E&E EX No./ Nr. 03
Date/ Data: 06 / 10 / 2021

Ref. EM/MT

Purchase order/ Comanda: by e-mail: emcomeu@gmail.com

Supplier no./ Nr. furnizor:

Consigner/ Vanzator: EMCOM E&E SRL Address/ Adresa: BARDAR, IALOVENI, MD-6811 Republic of Moldova VAT Code/ CUI nr.: 10011600027451 IBAN :MD56PR002224077016001978eur SWIFT : PRCBMD22	Consignee/ Cumparator: Soli Infratechnik Gmbh Address/ Adresa: Kollberg 1, 30916 Isernhagen, Germany VAT Code/ CUI nr.: DE296001849 IBAN : DE37250400660334505500 SWIFT Code: COBADEFFXXX
Country of origin/ Tara de origine : Republic of Moldova	Country of origin/ Tara de origine : Germany

Note/ Nota:

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in momentul efectuarii platii integrale 100% de catre Soli Infratechnik Gmbh.catre EMCOM E&E SRL

Delivery terms/ Conditie de livrare:

Payment in/ termen de plata : days/ zile

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BANCA : PROCREDITBANK SA

IBAN : MD56PR002224077016001978eur

SWIFT Code: PRCBMD22


VAT Code: 10011600027451

Nr	Code number/ nr. cod	Description of items/ Descrierea produselor	Unit/ UM	Qty./ Cant.	Unit price/ Pret unitar EUR	TOTAL Value/ Valoare EUR
Projekt: Langenpreising - 15002						
1	NU01	Graben in ungebundenen Boden (Gras)	m	2025	12,50	25312,50
2	NU03	Graben in Asphalt	m	420	29,00	12180,00
3	NU05	Strabequerrung,Pressung mit Bodenrakete	m	1961	29,00	56869,00
4	NU02	Graben im gebundenen Boden	m	1910	27,50	52525,00
5	NU31	Asphalteinbau- Tragschicht inkl. Material, Rückschnitt und Vorbereitung	m	355	17,00	6035,00
	Total (EUR)					152921,50


Director
Emil Oprea



AUFMASS

		NACHUNTERNEHMER: EMCOM			
		Projekt:	Langenpreising - 15002	Ausführungszeit:	
		Bauleiter:	Ion Radu/Vlad Gumaniuc	Projektleiter:	Vasile Pasca
				Datum	06.10.2021

Zeile	Pos.-Nr.	Pos.-Text	Einheit	Stück	Bemerkungen Genauere Ortsangabe mit Hausnummer
1	NU01	Graben in ungebundenen Boden (Gras)	2025	m	Kirchenweg
2	NU03	Graben in Asphalt	420	m	Thennerstr
3	NU05	Straßequerrung, Pressung mit Bodenrakete	1961	m	Obere Römerstr
4	NU02	Graben im gebundenen Boden	1910	m	Am Zellacker
5	NU17	Mehrtiefe - pro 10 cm (80cm)	0	m	
6	NU31	Asphalteinbau- Tragschicht inkl. Material, Rückschnitt und Vorbereitung	355	m	Obere Römerstr

	Bauleitung	Projektleitung	 06.10.2021 Langenpreising